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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re

GENERAL MOTORS CORP., et al.,

Case No. 09-50026(REG)
(Jointly Administered)

Debtors.

Chapter 11
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**LIMITED OBJECTION OF SEVERN TRENT DEL INC. TO NOTICE
OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL
PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY AND (II) CURE COSTS RELATED THERETO**

Severn Trent Del. Inc. and certain of its affiliates and subsidiaries (collectively, "Severn Trent"), through their undersigned counsel, hereby submit this limited objection (the "Objection") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto (the "Notice of Intent"), served upon Severn Trent by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") pursuant to this Court's Bidding Procedures Order.

1. On June 1, 2009 (the "Commencement Date"), the Debtors commenced their voluntary cases under chapter 11 of the Bankruptcy Code.

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2. On June 2, 2009, this Court entered an Order, (the “Bidding Procedures Order”) approving the Debtors’ bidding procedures, which includes procedures regarding Debtors’ assumption and assignment of executory contracts.

3. Pursuant to the Bidding Procedures Order, on or about June 9, 2009, the Debtors delivered a notice (the “Assignment Notice”) to Severn Trent, indicating that the Debtors intend to assume and assign certain of the Debtors’ agreements (the “Assumed Contracts”). In addition, on their Contract Website, the Debtors identify \$158,456.99 as the amount which they allege to be owing under the Assumed Contracts (the “Proposed Cure Amount”). The Proposed Cure Amount is substantially less than what is actually owed under the Assumed Contracts. More specifically, the Severn Trent records indicate that the sum of \$360,731.77 is due and owing and not the amount of \$158,456.99 as indicated by the Debtors.

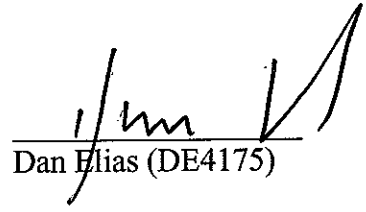
4. Severn Trent expects that any differences can be reconciled, but files this objection out of an abundance of caution due to the deadlines for filing objections and to preserve all rights related to the proposed assumption of the Assumed Contracts.

5. Severn Trent reserves all rights to amend and/or supplement this objection.

WHEREFORE, Severn Trent respectfully requests, only to the extent that the parties cannot reconcile the correct cure amounts among themselves, that this Court set the correct cure amounts, compel Debtors to pay the correct cure amount and grant such other and further relief as is just and appropriate.

Respectfully Submitted:

Dated: June 11, 2009



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